

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
RUTH O'DONNELL
FOR LONG RANGE LIBRARY PLANNING
RFP 11-0010**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Director of Procurement Services, and Ruth O'Donnell, an individual, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP), #11-0010, for procurement of consulting services for the development of a five-year long range plan of service for the Lake County Library System, a Florida public library cooperative; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONSULTANT to provide consulting services for the development of a five-year long-range plan of service for the Lake County Library System. The plan will cover October 1, 2011 through September 30, 2016. The plan will provide a blueprint for continued improvement of the library system, as well as meet the statutory requirements for Florida's State Aid to Libraries Operating Grant Program.

Article 3. Scope of Work

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide all labor, materials and equipment to develop a five-year long-range plan of service for the Lake County Library System in accordance with the Scope of Services, attached hereto and incorporated herein as Exhibit A, and in accordance with CONSULTANT's Statement of Interest, attached hereto and incorporated herein as Exhibit B, which includes Attachment 1 and Attachment 2, also contained within Exhibit B.

3.2 This Agreement shall commence upon the date of execution by the COUNTY and shall remain in effect through September 30, 2011. The contract prices shall prevail for the full duration of the contract term.

3.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY.

3.4 The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement, and the County will not be responsible for paying for any such nonconforming services.

Article 4. Payment

4.1 The COUNTY shall pay CONSULTANT for the professional services received and accepted by the COUNTY a total payment of **Fourteen Thousand Two Hundred and No/100 Dollars (\$14,200.00)**, in accordance with CONSULTANT's Pricing Section, attached hereto and incorporated herein as **Exhibit C**. COUNTY shall pay thirty percent (30%) of total contract price upon completion and acceptance of the demographic report and the needs analysis, fifty percent (50%) of the total contract price upon provision of complete plan document to Lake County Library Staff, and the remaining twenty percent (20%) upon plan approval by the Lake County Board of County Commissioners.

4.2 CONSULTANT shall submit periodic invoices in duplicate to the requesting COUNTY department(s) at P.O. Box 7800, Tavares, Florida 32778 for tasks completed in accordance with the Scope of Services. All invoices shall contain the RFP number, date and location of delivery or service, a detailed description of the services provided, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of contract and its contract may be terminated.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services or materials. CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. Special Terms and Conditions

5.1 **Termination.** This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not incur any additional costs under this Agreement. If any work or service hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work or service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.2 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

5.3 Insurance. The CONSULTANT shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of the Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements at all times throughout the term of the Agreement. Such policies of insurance and confirming certificates of insurance shall insure the CONSULTANT in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.
- (iv) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.
- (v) Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder
- (vi) Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.
- (vii) Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.
- (viii) Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

- (ix) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions; or the CONSULTANT shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

- (x) The COUNTY shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.
- (xi) The CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT's requirements.
- (xii) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- (xiii) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

5.4 Indemnity. CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error, or omission of the CONSULTANT, its agents, employees, or representatives, in the performance of CONSULTANT's duties set forth in this Agreement.

5.5 Independent Consultant. CONSULTANT agrees that it shall be acting as an independent consultant and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.6 Public Records/Copyrights.

A. In accordance with Florida Public Records law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.7 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONSULTANT.

5.8 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.9 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONSULTANT under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.10 Prohibition Against Contingent Fees. CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.11 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

5.12 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. Any proprietary information belonging to the CONSULTANT shall not be provided or disclosed to third parties.

5.13 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT's work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY's alteration of CONSULTANT's work product or its use by COUNTY for any other purpose shall be at COUNTY's sole risk.

5.14 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

5.15 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation certificate.

5.16 Warranty. CONSULTANT agrees that the products and services provided under this agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services, and the rights and remedies provided herein are in addition to said warranty. The CONSULTANT hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the

CONSULTANT under this agreement, shall be new, warranted for their merchantability, and fit for a particular purpose.

5.17 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s)

capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Ruth O'Donnell
3509 Trillium Court
Tallahassee, Florida 32312

If to COUNTY:

County Manager
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

cc: Library Services Division

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

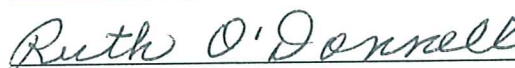
7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Statement of Interest, with Attachments 1 and 2
Exhibit C	Pricing Section

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Director of Procurement Services, and CONSULTANT through its duly authorized representative.

CONSULTANT


Ruth O'Donnell

This 18th day of January, 2011.

COUNTY



Barnett Schwartzman
Director of Procurement Services

This 5th day of February, 2011.

Approved as to form and legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A

SCOPE OF SERVICES

Section 2.1 Background

Lake County Library System is a mixed cooperative/consolidated public library system with nine (9) municipal cooperative "member" libraries, and six (6) county operated "branch" libraries. With a service population of approximately 300,000, the system circulates more than 2 million items per year and its libraries see more than 1.7 million visits annually. More than 77,000 people attended approximately 4,600 library programs during the last year, and more than 500,000 people used the libraries' 389 public access computers. The system has a combined budget of about \$8 million. Of that, about \$1.2 million is allocated to the nine (9) member libraries for serving all the residents of Lake County.

The system provides the libraries with a fully integrated library automation system, technical support, interlibrary loans processing, centralized cataloging, a courier service, networked access to the Internet and web based reference products, a web site, a books-by-mail program, grant writing and marketing assistance, adult and youth program coordination and a county-wide literacy program.

The library system's vision is: "Library users in Lake County will encounter a system of libraries that exceeds their expectations in every way. People will look to Lake County's libraries as destinations for learning, information, ideas and fun." Its mission is: "To serve as the gateway to the world of information, ideas and entertainment for all county residents."

During the six years of the current long-range plan, three libraries have moved into new facilities that are now the largest libraries in the system: Leesburg Public Library (42,000 sq. ft.), Cagan Crossings Community Library (18,000 sq. ft.), and Cooper Memorial Library (50,000 sq. ft.). Cooper is a public library/academic library partnership with Lake-Sumter Community College and University of Central Florida. Additionally, Lady Lake Public Library expects to expand into a new 30,000 sq. ft. addition in March. All of the new facilities have incorporated large meeting rooms, technology labs, separate spaces for teens and youth, and an assortment of study rooms.

Also, during this period the system has gained two new member libraries – Marianne Beck Memorial Library in Howey-in-the-Hills and Minneola Schoolhouse Library.

Section 2.2 Scope of Work

Develop and provide a five-year long-range plan of service for the Lake County Library System.

- While acknowledging the full range of library services, the plan primarily should be a blueprint for change and/or improvement.
- The RFP does not prescribe methodology; rather, the consultant is encouraged to suggest methodology to achieve outcomes.
- Alternatives to such standard, time-consuming, and costly methods as focus groups and statistically significant surveys are encouraged.

- The methodology should be streamlined, but it still should achieve the following outcomes:
 - 1) an accurate description of the demographics of each library's service community (population, age, language, ethnicity, income, etc.); and
 - 2) an accurate assessment of each community's needs.
- There should be an emphasis on uncovering community needs that are not being met by current library services.
- There should be an emphasis on determining those services that the public library is uniquely qualified to provide in the community.
- There should be an emphasis on evaluating and incorporating new technologies.
- The project should involve:
 - 1) the Lake County Library Advisory Board, as the Planning Committee and as the main source of information about the communities;
 - 2) library directors and system staff, for knowledge of current practice and to support the work of the consultant;
 - 3) non-library-related community groups; and
 - 4) other library employees.
- The consultant should propose the total number of site visits; however, there must be at least one visit to meet with the Library Advisory Board.
- The Library Services Director will serve as the liaison between the Consultant and the Planning Committee.
- The project is budgeted at \$10,000 to \$20,000.
- Some of the questions which should be addressed are:

What should be Lake County Library System's areas of strategic focus during the next five years?

Are the services currently provided still relevant?

Can any of the existing services be delivered more efficiently or more economically?

Are there gaps between what the system currently provides and what citizens want?

Are there new services that should be considered?

Should funding be allocated differently?

Section 2.3 Deliverables

The plan document must include the following in detail:

- An executive summary report
- A demographic report of the libraries' service areas
- A description of the system's strengths and weaknesses
- A needs analysis of the county's communities
- A report of pertinent emerging trends
- A statement of the service priorities for the next five years
- Vision and mission statements
- A statement of goals, objectives and activities to achieve the priorities

Section 2.4 Tentative Project Timetable

December 2010 – Consultant Selected
January 2011 – May 2011 Work Performed
May 2011 – Report Presented to Planning Committee
June 2011 Plan approved by Lake County Library Advisory Board
July 2011 – Plan Approved by Member Libraries' Governing Authorities
August 2011 – Plan Approved by Lake County Board of County Commissioners
September 2011 – Plan Submitted to State Library of Florida

Section 2.5 Payment Schedule

30% payment of total contract price to be paid upon completion and acceptance of the demographic report and the needs analysis.

50% payment of total contract price to be paid upon provision of complete plan document to Lake County Library Staff.

Final 20% payment upon plan approval by the Lake County Board of County Commissioners.

EXHIBIT B

Ruth O'Donnell
Library Consultant



1

Statement of Interest

Ruth O'Donnell, a self-employed library Consultant, proposes to provide consulting services to the Lake County Library System (LCLS) to develop a long range plan for 2010-2015 which will be completed and approved by the Lake County Board of County Commissioners no later than August 2011. The System includes six County operated libraries and nine municipal member libraries. In the last six years the System has seen significant growth in the total number and square footage of the libraries and anticipates more in 2011. These physical plant changes offer space for services that could not previously be accommodated at some facilities. One of the libraries, Cooper Memorial Library is a joint-use facility serving the public, Lake-Sumter Community College and a branch of the University of Central Florida.

Public libraries in Florida conduct services planning activities for two major reasons: first, to assure that services provided are in accord with current needs, and second, to meet requirements for participation in the Florida State Aid to Libraries Program. Many long-range plans are developed using a Public Library Association model which is currently presented in *The New Planning for Results (NPFR)*¹ by Sandra Nelson and is designed specifically to lead communities and library staff through a process that focuses library resources on community needs. It is used by public libraries across the nation and results in a five year plan that has a mission, goals that describe outcomes for the community, objectives that enable measurement of progress towards goals, and strategies that describe what the library will do to attain objectives and bring the public closer to plan goals. A key element of this model is identification of the ways in which the library will respond to community needs using a list of fifteen possible service categories² – types of public library service – that libraries provide and around which plan goals are organized. A list is attached.

The LCLS 2005-2010 Long Range Plan, completed in September 2005, used a different approach in developing and presenting a plan for these years. It includes a vision for the future, a mission, goals that describe in broad terms what the library will do for the public, and objectives that detail what the library will do during the term of the plan. Ruth O'Donnell proposes to use a modified version of the Planning for Results model for the 2010-2015 plan. Her planning process was developed over the last thirteen years of experience in using the original Planning for Results and the New Planning for Results processes and other planning models with public libraries in Florida and other states. She will also use a list of eleven Internet-enabled service roles developed by Charles McClure and Paul Jaeger.³ A list is attached.

¹ Nelson, Sandra, *The New Planning for Results: A Streamlined Approach*. Chicago, American Library Association, 2001

² Garcia, June and Sandra Nelson, *Public Library Service Responses*. Chicago, American Library Association, 2007 (electronic format only)

³ McClure, Charles R. and Paul T. Jaeger, *Public Libraries and Internet Service Roles: Measuring and Maximizing Internet Services*. Chicago, American Library Association, 2008.

Ruth O'Donnell, 3509 Trillium Ct., Tallahassee, FL 32312 850-322-5005 or 850-668-6911
ruth.odonnell@comcast.net

O'Donnell's method involves two planning groups for LCLS: 1) the Library Advisory Board, a five-member group of residents appointed by the County Commission, and 2) a library staff task force with representation from all System libraries. The staff group is particularly important for an LCLS plan because it is a combined cooperative/consolidated system. The State Library and Archives of Florida require participation in long range plan development by libraries participating in a single-county cooperative. O'Donnell is aware that a streamlined planning process is desired and this proposal reflects further adaptation of her normal planning approach to achieve that streamlining. Given that mandate, the roles of the two planning groups are:

- 1) Library Advisory Board functioning as the Planning Committee – provide information to the Consultant on the library service needs of communities served; make recommendations regarding how library staff can best focus facility, collection, staff, and technology resources to meet community needs for the coming five year period; and, review and approve the plan before it goes to member library governing authorities.

Note: The Consultant recommends the addition of a local teenager to this Planning Committee to represent the youth segment of the population.

- 2) Library Staff Planning Task Force – work with the Consultant, using information she assembles, to develop plan goals, objectives and strategies that reflect the recommendations of the Advisory Board/Planning Committee concerning community needs and priorities. If the Advisory Board wishes, it could add one of it's members to the staff group.

Focus of the Plan

The new plan will have four areas of focus.

1. This process begins with and keeps in mind throughout the needs of county residents, particularly needs that are not now being met by current library services. Those needs are the driving force behind decisions about how the library can best use resources.
2. While the work of developing the new plan will consider the state of current services, the completed plan will focus on and provide a blueprint for change and improvement.
3. Services the System is uniquely qualified to provide will be emphasized.
4. New technologies and evaluating and incorporating them into the service array will be emphasized.

There are number of questions the plan will address regarding how resources can best be used over the next five years, whether there are currently provided services that are no longer relevant to community need, what efficiencies and economies can be achieved in service delivery, what gaps exist between the current array of services and what residents want, and what new services can be and should be provided.

Methods

Meeting Preparation and Follow-Up

Ruth O'Donnell, 3509 Trillium Ct., Tallahassee, FL 32312 850-322-5005 or 850-668-6911
ruth.odonnell@comcast.net

The Consultant will prepare meeting notices, reminder notices and meeting materials. Meeting materials will be available to planners at least one week before a scheduled meeting. Arrangements for meeting locations will be made by library staff unless otherwise stated here.

Planning Activities

1. Preliminary Planning – early January 2011
The Consultant will meet in early January with the Library Services Director to finalize a project schedule, project activities and the make-up of the planning groups. During this first visit of three days the Consultant will tour all County and municipal libraries which she has not had the opportunity to see.
2. Library scan – January and February 2011
The Consultant will develop a document that describes the current status of facilities, services and staff in the System and which can be used for the planning process. This document will be available for a Library Advisory Board/Planning Committee meeting in March and will also be provided to the Staff Task Force. Some of the data for the scan will be collected when the Consultant visits libraries and other of it will be gleaned from library statistics and reports. Managers will have the opportunity to review and verify information in this document before it is completed.
3. New and emerging trends research – January and February 2011
The Consultant will develop a document that discusses new and emerging trends in public libraries and the technology used to support those trends. This document will be available for the work of the Library Advisory Board/Planning Committee and the Library Staff Planning Task Force. The consultant will also identify and send articles on public library service trends to Planning Committee and Staff Task Force members.
4. Demographic Research – February and March 2011
The Consultant will develop a demographic report of the library's service area. The U.S. Census office plans to publish 2010 Census results at the county level in February or March.⁴ These results will include only the responses to the ten questions sent to everyone, not the responses to the detailed questionnaire sent to a sample of Americans. A decision about whether to wait for the Census data arriving in February or March or to use estimates and projections currently available must be made by the Consultant and Director. Waiting for the Census data will delay the start of the planning work since demographic information will be needed early in the process. If waiting for the Census data is chosen, then the demographic report will not be ready until mid-March. This timetable is the primary reason for scheduling a first planning meeting of the Advisory Board/Planning Committee in late March.
5. Community needs research – February and March 2011
Several methods will be used to identify and analyze current community needs.

⁴ According to a telephone conversation with a Census staff person that was held on November 23, 2010.

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- A brief, in-library and on-line survey asking library users what additional services they want and whether there are services they do not use. The Consultant will develop the survey and analyze results. Library staff will ask their customers to complete the survey over a two week period in January/February, 2011.
- Conversations in January/February with participants in non-library related community groups, held by the Consultant at the regularly scheduled meeting of four to six groups which are geographically spread around the County. Based on recommendations from library staff regarding potential groups with which the Consultant can speak, she will make all arrangements for these discussions.

While these are not true focus groups, the same set of questions will be used at each. The Consultant will use a modified Nominal Group Technique which involves asking everyone present for a response, rather than relying on individuals to volunteer responses. This technique helps control many of the common problems in group discussion.

- A questionnaire sent in January by the Consultant to Library Advisory Board members soliciting their opinions on community needs; she will also be available by telephone and email during January and February to discuss community needs with Planning Committee members.
- Review of any community needs documents developed in the last five years by Lake County and member library municipalities.

The Consultant will organize the information collected through the above methods into a needs analysis and send it to the Library Advisory Board/Planning Committee and Library Director at least a week before a planning meeting to be scheduled in March and to the Staff Task Force before their first meeting. The Consultant will plan and facilitate this meeting, using the community needs document to seek clarification and learn of thus-far unidentified and unmet community needs from this group.

6. Vision and Mission Review – March 2011
The service vision and mission statements in the 2005-10 Long Range Plan will be reviewed for any needed change at a three to four hours Library Advisory Board/Planning Committee meeting with the Consultant.
7. Establish Service Priorities – March 2011
Another task for the Advisory Board/Planning Committee will be to establish service priorities. The Consultant will provide information about the Planning for Results and Internet Services published service responses/roles mentioned above, which the group will discuss and add to as desired at the March meeting in order to determine which will be the service priorities for the next five years. These priorities will be used by the Staff Planning Task Force as they work with the Consultant to develop the remaining plan components.
8. Develop plan goals, objectives and strategies – April or May 2011
The Library Staff Task Force will meet with the Consultant for either a six hour meeting or two, three hour meetings in April/May 2011 to develop plan goals, objectives and

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strategies based on the identified service priorities. Some objectives will be preliminary at this point, particularly when a period of baseline data collection is needed before an measurable indicator of change can be determined.

The Task Force work will include a System Strengths, Weaknesses, Opportunities, Threats (SWOT) exercise. The staff group does this exercise rather than the Advisory Board because of their more intimate knowledge of library services.

The next step after these two meetings is to make available to all staff the proposed goals, objectives and activities so they can comment and add their ideas and suggestions.

9. Develop a draft plan – May 2011

A long range plan developed with this process will usually have an introduction that describes how the planning work was done and who did it. It may also include introductory matter about the library and the service area. The new Lake County Library system plan will meet the requirements specified on page twelve of the Lake County RFP, although the Consultant suggests that some of these items be provided as appendices to the plan and that the plan itself be focused on the mission, priorities, goals, objectives, and strategies. The draft will be available for review by the Library Director and any others he wishes to include in the review process before the document is finalized.

10. Revise draft plan and present to Advisory Board – June 2011

A final plan will be presented to the Library Advisory Board by the Consultant and the Library Director at their June 2011 meeting or another meeting if that is desired. Requested revisions will be made following the meeting.

11. Plan approved by member library governing authorities – July 2011

The Library Director will assure that all member library governing authorities review the Advisory Board approved plan. He will seek their approval. Any requested changes will go to the Advisory Board for approval. Because the Library Staff Planning Task Force includes representation from these libraries, it is hoped that there will be no surprises to anyone during this part of the process.

12. Plan approved by Lake County Board of County Commissioners – August 2011

In August the plan will be presented to the Lake County Board of County Commissioners for approval. The Consultant will attend the Commission meeting where the plan is discussed if that is desired and at no charge to the County. Once approved, the plan will be submitted to the State Library & Archives of Florida.

Site Visits

The total number of site visits if the proposed process above is used will be six for a total of ten days in the County. Any additional visits or days in the County that are needed to complete the project will be without additional payment to the Consultant.

1. Preliminary planning and library visits, three days

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2. Conversations with non-library related community groups and library managers, three days
3. Advisory Board/Planning Committee meeting, one day-long or two half-day a week apart; if a second trip is required it will not be charged to the County
4. Library Staff Task Force meeting 1, one day
5. Library Staff Task Force meeting 2, one day
6. Plan presentation to Advisory Board visit, one day

Binding Signature

I, Ruth O'Donnell, am a self-employed person and as such can represent and bind myself to this response to Lake County RFP number 11-0010.

Ruth O'Donnell

12/6/10

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Attachment One to Statement of Interest

Planning for Results Service Responses, 2007⁵

- *Be an Informed Citizen: Local, national, and world affairs.* Residents will have the information they need to support and promote democracy, to fulfill their civic responsibilities at the local, state, and national levels, and to fully participate in community decision-making.
- *Build Successful Enterprises: Business and non-profit support.* Business owners and non-profit organization directors and their managers will have the resources they need to develop and maintain strong, viable organizations.
- *Celebrate Diversity: Cultural awareness.* Residents will have programs and services that promote appreciation and understanding of their personal heritage and the heritage of others in the community.
- *Connect to the Online World: Public Internet access.* Residents will have high-speed access to the digital world with no unnecessary restrictions or fees to ensure that everyone can take advantage of the ever-growing resources and services available through the Internet.
- *Create Young Readers: Early literacy.* Children from birth to age five will have programs and services designed to ensure that they will enter school ready to learn to read, write, and listen.
- *Discover Your Roots: Genealogy and local history.* Residents and visitors will have the resources they need to connect the past with the present through their family histories and to understand the history and traditions of the community.
- *Express Creativity: Create and share content.* Residents will have the services and support they need to express themselves by creating original print, video, audio, or visual content in a real-world or online environment.
- *Get Facts Fast: Ready reference.* Residents will have someone to answer their questions on a wide array of topics of personal interest.
- *Know Your Community: Community resources and services.* Residents will have a central source for information about the wide variety of programs, services, and activities provided by community agencies and organizations.
- *Learn to Read and Write: Adult, teen, and family literacy.* Adults and teens will have the support they need to improve their literacy skills in order to meet their personal goals and fulfill their responsibilities as parents, citizens, and workers.

⁵ Garcia, 2008

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- *Make Career Choices: Job and career development.* Adults and teens will have the skills and resources they need to identify career opportunities that suit their individual strengths and interests.
- *Make Informed Decisions: Health, wealth, and other life choices.* Residents will have the resources they need to identify and analyze risks, benefits, and alternatives before making decisions that affect their lives.
- *Satisfy Curiosity: Lifelong learning.* Residents will have the resources they need to explore topics of personal interest and continue to learn throughout their lives.
- *Stimulate Imagination: Reading, viewing, and listening for pleasure.* Residents will have materials and programs that excite their imaginations and provide pleasurable reading, viewing, and listening experiences.
- *Succeed in School: Homework help.* Students will have the resources they need to succeed in school.
- *Understand How to Find, Evaluate, and Use Information: Information fluency.* Residents will know when they need information to resolve an issue or answer a question and will have the skills to search for, locate, evaluate, and effectively use information to meet their needs.
- *Visit a Comfortable Place: Physical and virtual spaces.* Residents will have safe and welcoming physical places to meet and interact with others or to sit quietly and read and will have open and accessible virtual spaces that support networking.
- *Welcome to the United States: New immigrants will have information on citizenship, English Language Learning (ELL), employment, public schooling, health and safety, available social services, and any other topics that they need to participate successfully in American life.*

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Attachment Two to Statement of Interest

Internet-enabled Services⁶

- Place for Public Access to the Internet
- E-Government Services Provider
- Emergency and Disaster Relief Provider
- Internet and Technology Trainer
- Youth Educational Support Provider
- Connector of Friends, Families and Others
- Anyplace Anywhere Anytime Individualized Information Provider
- Digital Library Manager
- Virtual, Seamless, and Endless Electronic Resources Provider
- Digital Workplace/space
- Digital Ombudsperson

⁶ McClure, 2008

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EXHIBIT C

RFP Number: 11-0010

PRICING SECTION

Item	Item Description	Quantity	Unit	Price
1.	Provide a five (5) year long-range plan of services for the Lake County Library System	1	Job	\$7,000
2.	Site Visits including all travel expenses \$1,200* (per site visit) *Note: This is an averaged cost because four visits are one day on site and two are three days on site and will cost more than the one-day visits. The per day cost is \$720.00.	6	Each =	\$7,200
	Total Price			\$14,200

*Vendor is to insert the following entries in the spaces provided within the cited line item:

- * Item 2: Insert a unit price for and the total quantity of site visits proposed by the vendor for completion of the entire project effort through initial acceptance of the project deliverables. Any site visits required during the initial work effort beyond the quantity count initially included in the contract will not be billable to the County. The vendor is advised that the total site visit quantity count proposed by the vendor will be evaluated by the County for realism and evidence of understanding the full scope of the work to be performed.